



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

JUL 10 1997

REPLY TO THE ATTENTION OF:

Ohio Drum Reconditioning Site

CERTIFIED MAIL
RETURN RECEIPT REQUESTED



Re: Ohio Drum Reconditioning Site, Cleveland, Ohio

Dear Sir and Mesdames:

Enclosed is a proposed Administrative Order by Consent ("AOC"), pursuant to Section 106 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9606, by which your clients would agree to undertake the removal actions determined by the United States Environmental Protection Agency ("U.S. EPA") to be necessary at the Ohio Drum Reconditioning Site, in Cleveland, Ohio. In addition, by signing the AOC your clients would agree to reimburse the United States for its costs of overseeing the removal actions performed under this Order and the costs which the United States has already incurred at said Site. While the enclosed has not been approved by the official having the legal authority to bind the U.S. EPA, if your clients execute the document, the undersigned and the On-Scene Coordinator for this Site will recommend that the Agency enter the AOC in its present form.

If your clients wish to settle this matter on the terms contained in the enclosed AOC, please have it executed by a duly authorized agent, and returned to me by no later than 10 business days after receipt of this letter. If you have any questions or concerns,

please call me immediately at (312) 886-6181. If your clients are unwilling to enter into the Order as written, we would appreciate being so advised without delay, so that the Agency may undertake an alternative approach to deal with the serious situation at the Site.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kevin C. Chow", with a long, sweeping horizontal line extending to the right.

Kevin C. Chow
Assistant Regional Counsel

Enclosure

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

| | |
|--------------------------------|---------------------------|
| IN THE MATTER OF: |) Docket No. |
| |) |
| Ohio Drum Reconditioning Site |) ADMINISTRATIVE ORDER BY |
| Cleveland, Ohio |) CONSENT PURSUANT TO |
| |) SECTION 106 OF THE |
| Respondents: |) COMPREHENSIVE |
| |) ENVIRONMENTAL RESPONSE, |
| Archer-Daniels-Midland Company |) COMPENSATION, AND |
| Ashland Chemical Company |) LIABILITY ACT OF 1980, |
| Baltimore-Ennis Land Co., Inc. |) as amended, 42 U.S.C. |
| (f/k/a Gibson-Homans) |) § 9606(a) |
| Lincoln Electric Company |) |
| Lomack Drum Company |) |
| Technical Products, Inc. |) |

I. JURISDICTION AND GENERAL PROVISIONS

This Order is entered voluntarily by the United States Environmental Protection Agency ("U.S. EPA") and the Respondents. The Order is issued pursuant to the authority vested in the President of the United States by Sections 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§ 9606(a), 9607 and 9622. This authority has been delegated to the Administrator of the U.S. EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Regional Administrators by U.S. EPA Delegation Nos. 14-14-A, 14-14-C and 14-14-D, and to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-A, 14-14-C and 14-14-D.

This Order provides for performance of removal actions and reimbursement of response costs incurred by the United States in connection with the Ohio Drum Reconditioning Site (the "Site"), which is comprised of both the location of a former drum reconditioning facility (the "industrial property"), located at 3965 West 25th Street, Cleveland, Ohio, and an adjacent swamp area to the south of the industrial property, located at 3970 West 25th Street, Cleveland, Ohio. This Order requires the Respondents to conduct removal actions described herein upon the swamp portion of the Site to abate an imminent and substantial

endangerment to the public health, welfare or the environment that may be presented by the actual or threatened release of hazardous substances at or from the Site.

A copy of this Order will also be provided to the State of Ohio, which has been notified of the issuance of this Order pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

Respondents' participation in this Order shall not constitute an admission of liability or of U.S. EPA's findings or determinations contained in this Order except in a proceeding to enforce the terms of this Order. Respondents agree to comply with and be bound by the terms of this Order. Respondents further agree that they will not contest the basis or validity of this Order or its terms.

II. PARTIES BOUND

This Order applies to and is binding upon U.S. EPA, and upon Respondents and Respondents' heirs, receivers, trustees, successors and assigns. Any change in ownership or corporate status of Respondents including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondents' responsibilities under this Order. Respondents are jointly and severally liable for carrying out all activities required by this Order. Compliance or noncompliance by one or more Respondents with any provision of this Order shall not excuse or justify noncompliance by any other Respondent.

Respondents shall ensure that their contractors, subcontractors, and representatives comply with this Order. Respondents shall be responsible for any noncompliance with this Order.

III. FINDINGS OF FACT

Based on available information, including the Administrative Record in this matter, U.S. EPA hereby finds that:

1. Ohio Drum Reconditioning Co. ("Ohio Drum") operated a drum washing and reconditioning facility. The drum facility consists of one building and is bordered by a swamp to the

south, and the Buckeye Metals facility and Brookside Auto Parts to the west. The facility is fenced only on the west side. Residential properties and a playground lie along a hillside to the east of the Site. It is estimated that 1,500 people live and 300 people work within 1,000 feet of the Site.

2. In 1979, the U.S. EPA conducted an inspection of the Ohio Drum facility and the nearby swamp. Inspectors observed a visible plume of contaminants from the swamp entering Big Creek, a tributary of the Cuyahoga River and Lake Erie. Subsequent sampling indicated that Ohio Drum was discharging organic chemicals, polychlorinated biphenyls ("PCBs"), and heavy metals to and through the nearby swamp and into Big Creek. Sampling done by U.S. EPA in 1980 found high levels of PCBs (17,100 parts per million ["ppm"]), cadmium (120 ppm), chromium (880 ppm), lead (6,400 ppm), and mercury (86 ppm) in the swamp.
3. In May 1981, the U.S. EPA hired a contractor using the 311(k) fund of the Clean Water Act to dig a bypass ditch to prevent water flowing into the contaminated swamp, and to stop the leaching of contaminants into Big Creek. An earthen berm was constructed along the west and south sides of the swamp to prevent leaching.
4. In 1981, Ohio Drum stopped operations and sold its equipment to Lomack Drum Co. who continued to operate the facility until a fire occurred in 1984. The Site has been abandoned since that time.
5. On March 3, 1991, U.S. EPA's Technical Assistance Team ("TAT") members performed a site assessment for the Ohio Drum Reconditioning Site. TAT members also noted human and animal footprints in the snow, and ducks were observed on the surface of the swamp during a subsequent site visit. Inspection of the swamp indicated that leachate was seeping from the southeastern end of the earthen berm. Soil/sediment samples from around the facility and in the swamp area were taken. Samples from the top few inches of the swamp sediment found PCBs (170 ppm), lead (4,700 ppm), mercury (100 ppm), chromium (710 ppm), cadmium (100 ppm), and numerous polynuclear aromatic hydrocarbon ("PAH")

compounds. Samples taken in Big Creek downstream from the swamp by U.S. EPA on this date indicated that levels of PCBs, chromium, naphthalene, benzo-a-pyrene, chrysene, benzo-a-anthracene, fluoranthene, benzo-k-fluoranthene and indeno (1,2,3-cd) pyrene was higher in downstream sediments than upstream sediments. These sediments will not be addressed in this removal action. These samples indicate that numerous CERCLA-hazardous substances are being released from the swamp and are impacting Big Creek. Levels of PCBs (64 ppm), and lead (2,700 ppm) were also found on the Ohio Drum property.

6. In May 1992, samples of the contaminated sediment in the swamp were collected by the Environmental Response Team. The analysis found PCBs (31,000 ppm), lead (8,910 ppm), chromium (1,073 ppm), cadmium (46 ppm), and mercury (1,015 ppm).
7. On July 29, 1992, heavy rains occurred in the Big Creek watershed causing flooding along Big Creek. On July 30, 1992, U.S. EPA's On-Scene Coordinator ("OSC") and TAT conducted a site visit and found that the contaminated swamp had been flooded the day before causing the probable release of CERCLA-hazardous substances to Big Creek.
8. On April 29, 1996, U.S. EPA collected additional grab samples from the surface of the swamp and found PCB contamination as high as 368 ppm. This is an area which still presents a direct contact threat to human beings.
9. The Ohio Drum Reconditioning Site includes the Ohio Drum property, the adjacent swamp (on Brookside Auto Parts' property), and any other areas where hazardous substances have migrated from the Ohio Drum property.
10. The Ohio Departments of Health and the Agency for Toxic Substances and Disease Registry ("ATSDR") have recently completed an evaluation of this Site, and have recommended that U.S. EPA take immediate steps to remove contaminated soils and sediments from this Site. To date, there have been no State or local actions taken at this Site, nor are

any actions anticipated. The Ohio Environmental Protection Agency ("OEPA") has been informed of U.S. EPA's proposed activities at this Site.

IV. CONCLUSIONS OF LAW AND DETERMINATIONS

Based on the Findings of Fact set forth above, and the Administrative Record supporting these removal actions, U.S. EPA has determined that:

1. The Ohio Drum Reconditioning Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
2. PCBs, mercury, lead, chromium, cadmium, and PAHs are "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).
3. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
4. Respondents Archer-Daniels-Midland Company, Ashland Chemical Company, Baltimore-Ennis Land Co., Inc. f/k/a Gibson-Homans, Lincoln Electric Company, Lomack Drum Company, and Technical Products, Inc. are either persons who at the time of disposal of any hazardous substances owned or operated the facility, or who arranged for disposal or transport for disposal of hazardous substances at the facility, including the swamp portion of the facility. Each Respondent therefore may be liable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).
5. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility into the "environment" as defined by Sections 101(8) and (22) of CERCLA, 42 U.S.C. §§ 9601(8) and (22).
6. The conditions present at the Site constitute a threat to public health, welfare, or the environment based upon the factors set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan, as amended ("NCP"), 40 CFR § 300.415(b)(2). These factors include, but are not limited to, the following:

a. Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances, pollutants or contaminants;

This factor is present at the Site due to the Ohio Drum Reconditioning Site's location in a mixed residential and commercial area. The nearest residence and a playground are approximately 200 feet from the Ohio Drum Reconditioning Site. The contaminated area is unsecured and human and animal footprints have been found in the swamp indicating that the public may have been exposed to contamination as high as the following levels via direct contact with sediment, according to the May 1992 sampling:

PCBs - 31,000 ppm
mercury - 1,015 ppm
lead - 8,913 ppm
chromium - 1,073 ppm

Such high levels of lead and mercury could cause or contribute to lead or mercury poisoning of those (especially children) that come in contact with or live near this Site. Lead poisoning causes learning disabilities, hyperactivity, low IQs, delayed growth, hearing loss and shortened attention spans in children. Other effects on the public in general could be paralysis of wrist and ankle muscles, encephalopathy, anemia and kidney disease. Mercury poisoning could cause respiratory and digestive problems, renal damage, and neurologic disturbances. High level exposure to chromium could cause pulmonary problems. PCB exposure can cause skin and liver problems. Lead, cadmium, chromium and PCBs are all suspected carcinogens. The Ohio Department of Health and ATSDR have recently completed an evaluation of this Site and have recommended that U.S. EPA take immediate steps to remove contaminated soils and sediments from this site. Children have been seen playing in the area and also have been observed wading in Big Creek adjacent to the Site. There is also a rope swing at the bank of Big Creek adjacent to the leachate seepage stream from the contaminated swamp. Footprints indicate that the public, probably children, have been in contact with this leachate seepage. During dry periods, the contaminated

swamp has been observed to be completely dried out. Under such dry conditions, it is possible that loose contaminated sediments could become windborne and carried off-site.

Lead is toxic by ingestion and inhalation of dust or fume and is considered a cumulative poison. The highest concentration of lead present at the Site, according to the May 1992 sampling, is 8,910 ppm in swamp sediments. U.S. EPA's screening level for lead is 400 ppm according to U.S. EPA's Revised Interim Soil Lead Guidance for CERCLA Sites and Resource Conservation and Recovery Act ("RCRA") Corrective Action Facilities, OSWER Directive #9358.4-12, dated 7/14/94. Possible routes of exposure would be inhalation of windborne sediment/soil particles and direct contact with contaminated sediments/soils. The U.S. EPA ambient air standard is 1.5 ug/m³. The National Institute for Occupational Safety and Health ("NIOSH") recommends a Time Weighted Average ("TWA") of 0.100 mg/m³ for occupational exposure, and air concentrations must be maintained so that worker blood levels remain below 0.060 mg/100g of whole blood.

PCBs are classified according to the percent chlorination of a particular mixture. The higher the chlorine content of the diphenyl compound, the more toxic it is liable to be. Aroclor 1254, which is the predominant mixture present at the Ohio Drum Reconditioning Site, has an oral LD₅₀ (Lethal Dose, the concentration which elicits mortality in 50 percent of the exposed population) in the rat of 1,295 milligram per kilogram ("mg/kg") and a skin TD_{Lo} (Toxic Dose, the lowest concentration which elicits an adverse response) of 4 mg/kg on a mouse. NIOSH recommends that exposure to Aroclor 1254 be limited to a TWA of 0.001 mg/m³ and classifies the Aroclors as suspected human carcinogens.

The concentrations of PCBs detected at the Ohio Drum Reconditioning Site exceed the recommended action levels stated in U.S. EPA's August 15, 1990, "Guidance on Remedial Actions for Superfund Sites with PCB Contamination" (OSWER Directive 9355.4-01), as well as the regulatory action level established under the Toxic Substances and Control Act ("TSCA") regulations and the National PCB Spill Cleanup Policy, 40 CFR Part 761, Subpart G. There is potential for

migration and exposure to PCBs from the locations where they were detected on the Ohio Drum Reconditioning Site since the Site is freely accessible. In 1976, use of PCBs in the United States was discontinued due to their persistence, toxicity, and ecological damage. The potential pathways of human exposure are direct dermal contact, possible ingestion of contaminated soils, and inhalation of windborne dust particles. Exposure to humans and wildlife is presently occurring, as evidenced by the footprints through the sediment and a pair of ducks were seen on the surface of the swamp.

Wildlife, such as the ducks, is at risk because of bioaccumulation in the organisms lower in the food chain on which they feed.

Metallic mercury is highly toxic by skin absorption, ingestion and inhalation of fume or vapor and both inorganic and organic compounds are also considered toxic. The LC_{50} by inhalation in the rabbit is 29 mg/m^3 . NIOSH recommends a TWA of 0.05 mg/m^3 for occupational exposure and an Immediately Dangerous to Life and Health ("IDLH") of 28 mg/m^3 . The highest concentration of mercury detected on site was 1,015 ppm in soils. Potential exposure pathways would be inhalation of windborne sediment/soil particles, ingestion of contaminated sediments/soils, and dermal absorption by direct contact.

NIOSH recommends that exposure to chromium metal be limited to a TWA of 0.5 mg/m^3 . The NIOSH TWA for hexavalent chromium compounds is 0.001 mg/m^3 . NIOSH considers all hexavalent chromium compounds to be potential occupational carcinogens. The highest concentration of chromium detected on site was 1,073 mg/kg in the swamp soils. This chromium could potentially pose a threat to human health if the swamp should dry up and contaminated sediments become windborne. The toxicity characteristic leaching procedure ("TCLP") regulatory limit for chromium is 5,000 parts per billion ("ppb"). The Big Creek sediments downstream of the Site were found to have increased 8,000 ppb over the upstream sampling result for chromium, illustrating the influence of

nearby contamination from the Site on the creek. There is the potential for ingestion of contaminated sediments or soils, direct contact, and food chain contamination.

Other synergistic chemicals adding to the risks are phenanthrene, fluoranthene, pyrene, benzo-(a)-anthracene, chrysene, benzo-(b)-fluoranthene, benzo-(k)-fluoranthene, benzo-(a)-pyrene, indeno-(1,2,3-cd)pyrene and benzo-(g,h,i)-perylene, classified as polynuclear aromatic hydrocarbons ("PAHs"). All are considered insoluble in water and are derived from coal tar or are incomplete combustion products of fossil fuels. Several of these compounds are suspected human carcinogens and exposure to any concentration should be avoided. PAHs were found in the swamp soils and in the downstream creek sediments. Total PAHs found in the sediments of leachate seepage area and Big Creek were 18,605 ppb. A pathway for exposure of PAHs is the leachate of contaminated water from the swamp or, if the earthen dam containing the swamp flooded, there could be additional contamination of Big Creek, a tributary to Lake Erie. Another potential pathway of exposure would be ingestion of contaminated soil/sediment. Children have been seen playing on the site and wading in Big Creek and are being exposed to these contaminants. Many human footprints have been seen in the leachate seepage. Although the water is not used for drinking in this area, recreational ingestion may be a path of exposure. The Ohio Department of Health and ATSDR have recently completed an evaluation of this site and have recommended that U.S. EPA take immediate steps to remove contaminated soils and sediments from this Site.

The sample results also indicate that PCBs, PAHs and chromium are leaching from the Site into Big Creek and could enter the food chain. Sampling results on Big Creek sediments taken downstream of the Site for the following contaminants indicate that they have increased over upstream sediment concentrations according to the March 1991 sampling:

| <u>Contaminant</u> | <u>Increase (ppb)</u> |
|--------------------------|-----------------------|
| chromium | 8,000 |
| PCBs | 20 |
| phenanthrene | 440 |
| anthracene | 75 |
| fluoranthene | 460 |
| pyrene | 470 |
| benzo-a-anthracene | 180 |
| chrysene | 220 |
| benzo-a-pyrene | 180 |
| 2-methylnaphthalene | 94 |
| naphthalene | 57 |
| fluorene | 92 |
| benzo-k-fluoranthene | 550 |
| indeno (1,2,3-cd) pyrene | 200 |
| benzo (g,h,i) perylene | 230 |
| dibenzofuran | 71 |

b. High levels of hazardous substances, pollutants or contaminants in soils largely at or near the surface, that may migrate;

This factor is present at the Site due to the existence of contaminants that have migrated from the industrial property to the swamp, and then from the swamp to Big Creek.

c. Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released;

This factor is present at the Site due to the existence of the contaminated swamp located in a low lying area next to Big Creek. This area is prone to flooding which could flush contamination into the waterway. Also, when the weather is dry for a few weeks, the sediments dry out and can be carried by the wind to the nearby residential and playground areas.

7. The actual or threatened release of hazardous substances from the Site may present an imminent and substantial endangerment to the public health, welfare, or the environment within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

8. The removal actions required by this Order, if properly performed under the terms of this Order, are consistent with the NCP. The removal actions required by this Order are necessary to protect the public health, welfare, or the environment.

V. ORDER

Based upon the foregoing Findings of Fact, Conclusions of Law and Determinations, it is hereby ordered and agreed that Respondents shall comply with the following provisions, including but not limited to all documents and Work Plans attached to or incorporated into this Order, and perform the following actions:

1. Designation of Contractor, Project Coordinator, and On-Scene Coordinator

Respondents shall perform the removal actions required by this Order themselves or retain contractors to implement the removal actions. Respondents shall notify U.S. EPA of Respondents' qualifications or the name and qualifications of such contractors, whichever is applicable, within 3 business days of the effective date of this Order. Respondents shall also notify U.S. EPA of the name and qualifications of any other contractors or subcontractors retained to perform work under this Order at least 5 business days prior to commencement of such work. U.S. EPA retains the right to disapprove of the Respondents or any of the contractors and/or subcontractors retained by the Respondents. If U.S. EPA disapproves a selected contractor, Respondents shall retain a different contractor within 2 business days following U.S. EPA's disapproval and shall notify U.S. EPA of that contractor's name and qualifications within 3 business days of U.S. EPA's disapproval.

Within 3 business days after the effective date of this Order, the Respondents shall designate a Project Coordinator who shall be responsible for administration of all the Respondents' actions required by the Order. Respondents shall submit the designated coordinator's name, address, telephone number, and qualifications to U.S. EPA. To the greatest extent possible, the Project Coordinator shall be present on-site or readily available during site work. U.S. EPA retains the right to disapprove of any Project Coordinator named by the Respondents. If U.S. EPA

disapproves a selected Project Coordinator, Respondents shall retain a different Project Coordinator within 3 business days following U.S. EPA's disapproval and shall notify U.S. EPA of that person's name and qualifications within 4 business days of U.S. EPA's disapproval. Receipt by Respondents' Project Coordinator of any notice or communication from U.S. EPA relating to this Order shall constitute receipt by all Respondents.

The U.S. EPA has designated Joseph Fredle of the Emergency Response Branch, Region 5, as its On-Scene Coordinator ("OSC"). Respondents shall direct all submissions required by this Order to the OSC at U. S. Environmental Protection Agency, Eastern District Office, 25089 Center Ridge Road, SE-W, Westlake, Ohio 44145-4179, by certified or express mail. Respondents shall also send a copy of all submissions to Kevin C. Chow, Assistant Regional Counsel, U.S. EPA, 77 West Jackson Boulevard, C-29, Chicago, Illinois, 60604-3590. All Respondents are encouraged to make their submissions to U.S. EPA on recycled paper (which includes significant postconsumer waste paper content where possible) and using two-sided copies.

U.S. EPA and Respondents shall have the right, subject to the immediately preceding paragraph, to change their designated OSC or Project Coordinator. U.S. EPA shall notify the Respondents, and Respondents shall notify U.S. EPA, as early as possible before such a change is made, but in no case less than 24 hours before such a change. The initial notification may be made orally but it shall be promptly followed by a written notice.

2. Work to Be Performed

Respondents shall implement the Work Plan as approved by U.S. EPA to perform, at a minimum, the following response activities. Failure of the Respondents to properly implement all aspects of the Work Plan shall be deemed to be a violation of the terms of this Order.

- a. Establish and maintain site security.
- b. Develop and implement a site Health and Safety Plan.

- c. Identify, inventory, and characterize all hazardous substances contained in the swamp portion of the Site.
- d. Excavate, treat, and dispose of off-site all soils and sediments from the swamp portion of the Site that contain PCB contamination of 25 ppm or greater, or that contain lead contamination of 1700 ppm or greater. Cover in place all soils and sediments in the swamp portion of the Site that contain between 10 and 25 ppm PCBs.
- e. Impose deed restrictions or other appropriate institutional controls on affected properties.

2.1 Work Plan and Implementation

Within 5 business days after the effective date of this Order, the Respondents shall submit to U.S. EPA for approval a draft Work Plan for performing the removal activities set forth above. The draft Work Plan shall provide a description of, and an expeditious schedule for, the actions required by this Order.

U.S. EPA may approve, disapprove, require revisions to, or modify the draft Work Plan. If U.S. EPA requires revisions, Respondents shall submit a revised draft Work Plan within 7 business days of receipt of U.S. EPA's notification of required revisions. Respondents shall implement the Work Plan as finally approved in writing by U.S. EPA in accordance with the schedule approved by U.S. EPA. Once approved, or approved with modifications, the Work Plan, the schedule, and any subsequent modifications shall be fully enforceable under this Order. Respondents shall notify U.S. EPA at least 48 hours prior to performing any on-site work pursuant to the U.S. EPA approved Work Plan.

2.2 Health and Safety Plan

Within 5 business days after the effective date of this Order, the Respondents shall submit for U.S. EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-site work under this Order. This plan shall comply with applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 CFR Part 1910. If U.S. EPA determines it is appropriate, the plan shall also

include contingency planning. Respondents shall incorporate all changes to the plan recommended by U.S. EPA, and implement the plan during the pendency of the removal action.

2.3 Quality Assurance and Sampling

All sampling and analyses performed pursuant to this Order shall conform to U.S. EPA direction, approval, and guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures. Respondents shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with U.S. EPA guidance.

Upon request by U.S. EPA, Respondents shall have such a laboratory analyze samples submitted by U.S. EPA for quality assurance monitoring. Respondents shall provide to U.S. EPA the quality assurance/quality control procedures followed by all sampling teams and laboratories performing data collection and/or analysis. Respondents shall also ensure provision of analytical tracking information consistent with OSWER Directive No. 9240.0-2B, "Extending the Tracking of Analytical Services to PRP-Lead Superfund Sites."

Upon request by U.S. EPA, Respondents shall allow U.S. EPA or its authorized representatives to take split and/or duplicate samples of any samples collected by Respondents or their contractors or agents while performing work under this Order. Respondents shall notify U.S. EPA not less than 3 business days in advance of any sample collection activity. U.S. EPA shall have the right to take any additional samples that it deems necessary.

2.4 Post-Removal Site Control

In accordance with the Work Plan schedule, or as otherwise directed by the OSC, Respondents shall submit a proposal for post-removal site control, consistent with Section 300.415(1) of the NCP, 40 CFR § 300.415(1), and OSWER Directive 9360.2-02. Upon U.S. EPA approval, Respondents shall implement such controls and shall provide U.S. EPA with documentation of all post-removal site control arrangements.

2.5 Reporting

Respondents shall submit a monthly written progress report to U.S. EPA concerning actions undertaken pursuant to this Order, beginning 30 calendar days after the date of U.S. EPA's approval of the Work Plan, until termination of this Order, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the work performed and any problems encountered, analytical data received during the reporting period, and developments anticipated during the next reporting period, including a schedule of work to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

Any Respondent that owns any portion of the Site shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice of this Order to the transferee and written notice of the proposed conveyance to U.S. EPA and the State. The notice to U.S. EPA and the State shall include the name and address of the transferee. The party conveying such an interest shall require that the transferee will provide access as described in Section V.3 (Access to Property and Information).

2.5 Final Report

Within 60 calendar days after completion of all removal actions required under this Order, the Respondents shall submit for U.S. EPA review a Final Report summarizing the actions taken to comply with this Order. The Final Report shall conform to the requirements set forth in Section 300.165 of the NCP, 40 CFR § 300.165. The Final Report shall also include a good faith estimate of total costs incurred in complying with the Order, a listing of quantities and types of materials removed off-site or handled on-site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destinations of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, and permits).

The Final Report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

Under penalty of law, I certify that, to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of this report, the information submitted is true, accurate, and complete.

3. Access to Property and Information

Respondents shall provide or obtain access to the Site and off-site areas to which access is necessary to implement this Order, and shall provide access to all records and documentation related to the conditions at the Site and the actions conducted pursuant to this Order. Such access shall be provided to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Ohio representatives. These individuals shall be permitted to move freely at the Site and appropriate off-site areas in order to conduct actions which U.S. EPA determines to be necessary. Respondents shall submit to U.S. EPA, upon request, the results of all sampling or tests and all other data generated by Respondents or their contractors, or on the Respondents' behalf during implementation of this Order.

Where work under this Order is to be performed in areas owned by or in possession of someone other than Respondents, Respondents shall use their best efforts to obtain all necessary access agreements within 14 calendar days after the effective date of this Order, or as otherwise specified in writing by the OSC. Respondents shall immediately notify U.S. EPA if, after using their best efforts, they are unable to obtain such agreements. Respondents shall describe in writing their efforts to obtain access. U.S. EPA may then assist Respondents in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as U.S. EPA deems appropriate. Respondents shall reimburse U.S. EPA for all costs and attorneys fees incurred by the United States in obtaining such access.

4. Record Retention, Documentation, Availability of Information

Respondents shall preserve all documents and information, in their possession or the possession of their contractors, subcontractors or representatives, relating to work performed under this Order, or relating to the hazardous substances found on or released from the Site, for six years following completion of the removal actions required by this Order. At the end of this six year period and at least 60 days before any document or information is destroyed, Respondents shall notify U.S. EPA that such documents and information are available to U.S. EPA for inspection, and upon request, shall provide the originals or copies of such documents and information to U.S. EPA. In addition, Respondents shall provide documents and information retained under this Section at any time before expiration of the six year period at the written request of U.S. EPA.

5. Off-Site Shipments

All hazardous substances, pollutants or contaminants removed off-site pursuant to this Order for treatment, storage or disposal shall be treated, stored, or disposed of at a facility in compliance, as determined by U.S. EPA, with the U.S. EPA Off-Site Rule, 40 CFR § 300.440, 58 Federal Register 49215 (Sept. 22, 1993).

6. Compliance With Other Laws

Respondents shall perform all actions required pursuant to this Order in accordance with all applicable local, state, and federal laws and regulations except as provided in CERCLA Section 121(e), 42 U.S.C. § 9621(e), and 40 CFR § 300.415(I). In accordance with 40 CFR § 300.415(I), all on-site actions required pursuant to this Order shall, to the extent practicable, as determined by U.S. EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements under federal environmental or state environmental or facility siting laws.

7. Emergency Response and Notification of Releases

If any incident, or change in Site conditions, during the activities conducted pursuant to this Order causes or threatens to cause an additional release of hazardous substances from the

Site or an endangerment to the public health, welfare, or the environment, the Respondents shall immediately take all appropriate action to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondents shall also immediately notify the OSC or, in the event of his/her unavailability, shall notify the Regional Duty Officer, Emergency Response Branch, Region 5 at (312) 353-2318, of the incident or Site conditions. If Respondents fail to respond, U.S. EPA may respond to the release or endangerment and reserve the right to recover costs associated with that response.

Respondents shall submit a written report to U.S. EPA within 7 business days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the recurrence of such a release. Respondents shall also comply with any other notification requirements, including those in CERCLA Section 103, 42 U.S.C. § 9603, and Section 304 of the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11004.

VI. AUTHORITY OF THE U.S. EPA ON-SCENE COORDINATOR

The OSC shall be responsible for overseeing the implementation of this Order. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any work required by this Order, or to direct any other response action undertaken by U.S. EPA or Respondents at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

VII. REIMBURSEMENT OF COSTS

Respondents shall pay all past response costs and oversight costs of the United States related to the Site that are not inconsistent with the NCP. As soon as practicable after the effective date of this Order, U.S. EPA will send Respondents a bill for "past response costs" at the Site. U.S. EPA's bill will include an Itemized Cost Summary. "Past response costs" are all costs, including, but not limited to, direct and indirect costs and interest, that the United States, its employees, agents,

contractors, consultants, and other authorized representatives incurred and paid with regard to the Site prior to the date through which the Itemized Cost Summary runs.

In addition, U.S. EPA will send Respondents a bill for "oversight costs" on an annual basis. "Oversight costs" are all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this AOC.

"Oversight costs" shall also include all costs, including direct and indirect costs, paid by the United States in connection with the Site between the date through which the U.S. EPA's Itemized Cost Summary for "past response costs" ran and the effective date of this AOC.

Respondents shall, within 30 calendar days of receipt of a bill, remit a cashier's or certified check for the amount of the bill made payable to the "Hazardous Substance Superfund," to the following address:

U.S. Environmental Protection Agency
Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

Respondents shall simultaneously transmit a copy of the check to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590. Payments shall be designated as "Response Costs - Ohio Drum Reconditioning Site" and shall reference the payers' names and addresses, the U.S. EPA site identification number (26), and the docket number of this Order.

In the event that any payment is not made within the deadlines described above, Respondents shall pay interest on the unpaid balance. Interest is established at the rate specified in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). The interest shall begin to accrue on the date of the Respondents' receipt of the bill (or for past response costs, on the effective date of this Order). Interest shall accrue at the rate specified through the date of the payment. Payments of interest made under this

paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section.

Respondents may dispute all or part of a bill for Oversight costs submitted under this Order, if Respondents allege that U.S. EPA has made an accounting error, or if Respondents allege that a cost item is inconsistent with the NCP.

If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, Respondents shall pay the full amount of the uncontested costs into the Hazardous Substance Fund as specified above on or before the due date. Within the same time period, Respondents shall pay the full amount of the contested costs into an interest-bearing escrow account. Respondents shall simultaneously transmit a copy of both checks to the OSC. Respondents shall ensure that the prevailing party or parties in the dispute shall receive the amount upon which they prevailed from the escrow funds plus interest within 20 calendar days after the dispute is resolved.

VIII. DISPUTE RESOLUTION

The parties to this Order shall attempt to resolve, expeditiously and informally, any disagreements concerning this Order.

If the Respondents object to any U.S. EPA action taken pursuant to this Order, including billings for response costs, the Respondents shall notify U.S. EPA in writing of their objection within 10 calendar days of such action, unless the objections have been informally resolved. This written notice shall include a statement of the issues in dispute, the relevant facts upon which the dispute is based, all factual data, analysis or opinion supporting Respondents' position, and all supporting documentation on which such party relies. U.S. EPA shall submit its Statement of Position, including supporting documentation, no later than 10 calendar days after receipt of the written notice of dispute. In the event that these 10-day time periods for exchange of written documents may cause a delay in the work, they shall be shortened upon, and in accordance with, notice by

U.S. EPA. The time periods for exchange of written documents relating to disputes over billings for response costs may be extended at the sole discretion of U.S. EPA.

An administrative record of any dispute under this Section shall be maintained by U.S. EPA. The record shall include the written notification of such dispute, and the Statement of Position served pursuant to the preceding paragraph. Upon review of the administrative record, the Director of the Superfund Division, U.S. EPA Region 5, shall resolve the dispute consistent with the NCP and the terms of this Order.

Respondents' obligations under this Order shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with U.S. EPA's decision, whichever occurs.

IX. FORCE MAJEURE

Respondents agree to perform all requirements under this Order within the time limits established under this Order, unless the performance is delayed by a force majeure. For purposes of this Order, a force majeure is defined as any event arising from causes beyond the control of Respondents or of any entity controlled by Respondents, including but not limited to their contractors and subcontractors, that delays or prevents performance of any obligation under this Order despite Respondents' best efforts to fulfill the obligation. Force majeure does not include financial inability to complete the work or increased cost of performance.

Respondents shall notify U.S. EPA orally within 24 hours after Respondents become aware of any event that Respondents contend constitutes a force majeure, and in writing within 7 calendar days after the event. Such notice shall: identify the event causing the delay or anticipated delay; estimate the anticipated length of delay, including necessary demobilization and re-mobilization; state the measures taken or to be taken to minimize the delay; and estimate the timetable for implementation of the measures. Respondents shall take all reasonable measures to

avoid and minimize the delay. Failure to comply with the notice provision of this Section shall be grounds for U.S. EPA to deny Respondents an extension of time for performance. Respondents shall have the burden of demonstrating by a preponderance of the evidence that the event is a force majeure, that the delay is warranted under the circumstances, and that best efforts were exercised to avoid and mitigate the effects of the delay.

If U.S. EPA determines a delay in performance of a requirement under this Order is or was attributable to a force majeure, the time period for performance of that requirement shall be extended as deemed necessary by U.S. EPA. Such an extension shall not alter Respondents' obligation to perform or complete other tasks required by the Order which are not directly affected by the force majeure.

X. STIPULATED AND STATUTORY PENALTIES

For each day, or portion thereof, that Respondents fail to fully perform any requirement of this Order in accordance with the schedule established pursuant to this Order, Respondents shall be liable as follows:

| | Penalty For: | |
|---|---------------------------------------|--|
| | <u>First Week or Part Thereof</u> | <u>Each Following Week or Part Thereof</u> |
| Failure to Commence Implementation of the Work Plan | \$3,000 | \$5,000 |
| Failure to Meet any Scheduled Deadline in the Work Plan | \$3,000 | \$5,000 |
| Failure to Submit Monthly Reports | \$1,000 | \$2,000 |
| Failure to Submit Final Report | \$1,000 | \$2,000 |

Upon receipt of written demand by U.S. EPA, Respondents shall make payment to U.S. EPA within 20 days and interest shall accrue on late payments in accordance with Section VII of this Order (Reimbursement of Costs).

Even if violations are simultaneous, separate penalties shall accrue for separate violations of this Order. Penalties accrue and are assessed per violation per week. Penalties shall accrue regardless of whether U.S. EPA has notified Respondents of a violation or act of noncompliance. The payment of penalties shall not alter in any way Respondents' obligations to complete the performance of the work required under this Order. Stipulated penalties shall accrue, but need not be paid, during any dispute resolution period concerning the particular penalties at issue. If Respondents prevail upon resolution, Respondents shall pay only such penalties as the resolution requires. In its unreviewable discretion, U.S. EPA may waive its rights to demand all or a portion of the stipulated penalties due under this Section. Such a waiver must be made in writing.

Violation of any provision of this Order may subject Respondents to civil penalties of up to twenty-seven thousand five hundred dollars (\$27,500) per violation per day, as provided in Section 106(b)(1) of CERCLA, 42 U.S.C. § 9606(b)(1). Respondents may also be subject to punitive damages in an amount up to three times the amount of any cost incurred by the United States as a result of such violation, as provided in Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Should Respondents violate this Order or any portion hereof, U.S. EPA may carry out the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and/or may seek judicial enforcement of this Order pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606.

XI. RESERVATION OF RIGHTS

Except as specifically provided in this Order, nothing herein shall limit the power and authority of U.S. EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall

prevent U.S. EPA from seeking legal or equitable relief to enforce the terms of this Order. U.S. EPA also reserves the right to take any other legal or equitable action as it deems appropriate and necessary, or to require the Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

XII. OTHER CLAIMS

By issuance of this Order, the United States and U.S. EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or U.S. EPA shall not be a party or be held out as a party to any contract entered into by the Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out activities pursuant to this Order.

Except as expressly provided in Section XIII (Covenant Not To Sue), nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against the Respondents or any person not a party to this Order, for any liability such person may have under CERCLA, other statutes, or the common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§ 9606(a), 9607(a).

This Order does not constitute a preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2). The Respondents waive any claim to payment under Sections 106(b), 111, and 112 of CERCLA, 42 U.S.C. §§ 9606(b), 9611, and 9612, against the United States or the Hazardous Substance Superfund arising out of any action performed under this Order.

No action or decision by U.S. EPA pursuant to this Order shall give rise to any right to judicial review except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XIII. COVENANT NOT TO SUE

Except as otherwise specifically provided in this Order, in consideration of and upon both (1) issuance of the U.S. EPA notice referred to in Section XVII (Notice of Completion), and (2) Respondents' payment of the response costs specified in Section VII of this Order, U.S. EPA covenants not to sue or to take administrative action against Respondents under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for recovery of past and oversight costs incurred by the United States in connection with this removal action and this Order, and in connection with the "industrial property" portion of the Site located at 3965 West 25th Street, Cleveland, Ohio. This covenant not to sue shall take effect upon both (1) issuance of the U.S. EPA notice referred to in Section XVII (Notice of Completion), and (2) the receipt by U.S. EPA of the payments required by Section VII (Reimbursement of Costs).

These covenants not to sue are conditioned upon the complete and satisfactory performance by Respondents of their obligations under this Order. These covenants not to sue extend only to the Respondents and do not extend to any other person.

XIV. CONTRIBUTION PROTECTION

With regard to claims for contribution against Respondents for matters addressed in this Order, the Parties hereto agree that the Respondents are entitled to protection from contribution actions or claims to the extent provided by Section 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4). The "matters addressed" in this Order include costs and response actions relating to both the swamp portion of the Site, located at 3965 West 25th Street, Cleveland, Ohio, and the industrial property at the Site, located at 3970 West 25th Street, Cleveland, Ohio.

This protection from contribution actions or claims shall only take effect upon both (1) issuance of the U.S. EPA notice referred to in Section XVII (Notice of Completion), and (2) Respondents' payment of the response costs specified in Section VII of this Order.

Nothing in this Order precludes Parties from asserting any claims, causes of action or demands against any persons not parties to this Order for indemnification, contribution, or cost recovery.

XV. INDEMNIFICATION

Respondents agree to indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action: (A) arising from, or on account of, acts or omissions of Respondents and Respondents' officers, heirs, directors, employees, agents, contractors, subcontractors, receivers, trustees, successors or assigns, in carrying out actions pursuant to this Order; and (B) for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents, and any persons for performance of work on or relating to the Site, including claims on account of construction delays. Nothing in this Order, however, requires indemnification by Respondents for any claim or cause of action against the United States based on negligent action taken solely and directly by U.S. EPA (not including oversight or approval of plans or activities of the Respondents).

XVI. MODIFICATIONS

Modifications to any plan or schedule may be made in writing by the OSC or at the OSC's oral direction. If the OSC makes an oral modification, it will be memorialized in writing within 7 business days; however, the effective date of the modification shall be the date of the OSC's oral direction. Any other requirements of this Order may be modified in writing by mutual agreement of the parties.

If Respondents seek permission to deviate from any approved plan or schedule, Respondents' Project Coordinator shall submit a written request to U.S. EPA for approval outlining the proposed modification and its basis.

No informal advice, guidance, suggestion, or comment by U.S. EPA regarding reports, plans, specifications, schedules, or any other writing submitted by the Respondents shall relieve Respondents of their obligations to obtain such formal approval as may be required by this Order, and to comply with all requirements of this Order unless it is formally modified.

XVII. NOTICE OF COMPLETION

When U.S. EPA determines, after U.S. EPA's review of the Final Report, that all work has been fully performed in accordance with this Order, except for certain continuing obligations required by this Order (e.g., record retention, payment of costs), U.S. EPA will provide written notice to the Respondents. If U.S. EPA determines that any removal activities have not been completed in accordance with this Order, U.S. EPA will notify the Respondents, provide a list of the deficiencies, and require that Respondents modify the Work Plan if appropriate to correct such deficiencies. The Respondents shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the U.S. EPA notice. Failure to implement the approved modified Work Plan shall be a violation of this Order.

XVIII. SEVERABILITY

If a court issues an order that invalidates any provision of this Order or finds that Respondents have sufficient cause not to comply with one or more provisions of this Order, Respondents shall remain bound to comply with all provisions of this Order not invalidated by the court's order.

XIX. EFFECTIVE DATE

After this Order has been signed by the Superfund Division Director, U.S. EPA, Region 5, this Order shall be effective upon the date that U.S. EPA modifies Unilateral Administrative Order No. V-W-96-C-360, dated September 10, 1996, and amended October 29, 1996, to remove Respondents as Respondents to Unilateral Administrative Order No. V-W-96-C-960.

IN THE MATTER OF:

OHIO DRUM RECONDITIONING SITE
CLEVELAND, OHIO

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this _____ day of _____, 1997.

By _____
Archer-Daniels-Midland Company

Agreed this _____ day of _____, 1997.

By _____
Ashland Chemical Company

Agreed this _____ day of _____, 1997.

By _____
Baltimore-Ennis Land Co., Inc. f/k/a Gibson-Homans

IN THE MATTER OF:

OHIO DRUM RECONDITIONING SITE
CLEVELAND, OHIO

SIGNATORIES

Agreed this _____ day of _____, 1997.

By _____
Lincoln Electric Company

Agreed this _____ day of _____, 1997.

By _____
Lomack Drum Company

Agreed this _____ day of _____, 1997.

By _____
Technical Products, Inc.

IN THE MATTER OF:

OHIO DRUM RECONDITIONING SITE
CLEVELAND, OHIO

SIGNATORIES

IT IS SO ORDERED AND AGREED

BY: _____
William E. Muno, Director
Superfund Division
United States
Environmental Protection Agency
Region 5

DATE: _____

OHIO DRUM RECONDITIONING SITE
LIST OF RESPONDENTS RECEIVING ADMINISTRATIVE ORDER BY CONSENT

Archer-Daniels-Midland
c/o John W. Watson, Esq.
Gardner, Carton & Douglas
Quaker Tower
321 North Clark Street, Suite 3400
Chicago, Illinois 60610-4795

Ashland Chemical Company
c/o Gertrude M. Kelly, Esq.
Law Department
5200 Blazer Parkway
Columbus, Ohio 43017

Baltimore-Ennis Land Company, Inc.
f/k/a Gibson-Homans
c/o Karen A. Mignone, Esq.
Hannock Weisman
4 Becker Farm Road
Roseland, New Jersey 07068-3788

Lincoln Electric Company
c/o Mary M. Bittance, Esq.
Baker & Hostetler
3200 National City Center
1900 East 90th Street
Cleveland, Ohio 44114-3485

Lomack Drum Company
c/o Mary Davis, Esq.
1950 Lee Road
Cleveland Heights, Ohio 44118-2163

Technical Products, Inc.
c/o Ann Tighe, Esq.
Cotsirilos, Stephenson, Tighe & Streiker
33 North Dearborn Avenue, Suite 600
Chicago, Illinois 60602

bcc: Kevin Chow, ORC (C-29A)
Joe Fredle, OSC (5-SEDO)
John Maritote, EESS (SE-5J)
Debbie Regel, EESS (SE-5J)
Records Center (SMR-7J)
ERB Read File

DDR

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address

2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Archer-Daniels-Midland
c/o John W. Watson, Esq.
Gardner, Carton & Douglas
Quaker Tower
321 North Clark Street, Suite 3400
Chicago, IL 60610-4795

4a. Article Number
P 140 888 882

4b. Service Type

☐ Registered ☒ Certified

☐ Express Mail ☐ Insured

☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery
MAR 1 1995

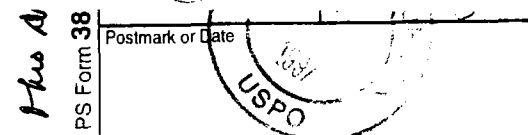
5. Received By: (Print Name)

6. Signature: (Addressee or Agent)
X

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

Domestic Return Receipt



P 140 888 883

US Postal Service

Receipt for Certified Mail

Ashland Chemical Company
c/o Gertrude M. Kelly, Esq.
Law Dept.
5200 Blazer Parkway
Columbus, OH 43017

| | |
|--|---------|
| Postage | \$ 1.76 |
| Certified Fee | 1.35 |
| Special Delivery Fee | 1.21 |
| Restricted Delivery Fee | |
| Return Receipt Showing to Whom & Date Delivered | |
| Return Receipt Showing to Whom, Name & Addressee's Address | 4.25 |

April 1995

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

ODR
SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Baltimore-Ennis Land Comp. Inc.
f/k/a Gibson-Homans
c/o Karen A. Mignone, Esq.
Hannock Weisman
4 Becker Farm Road
Roseland, New Jersey 07068-3788

4a. Article Number
P140888 884

4b. Service Type

☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)
X *[Signature]*

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

Domestic Return Receipt

Thank you for using Return Receipt Service.

Postmark or Date

PS Form 3811, December 1994

USPS

Is your RETURN ADDRESS completed on the reverse side?

ODR
SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Lincoln Electric Company
c/o Mary M. Bittence, Esq.
Baker & Hostetter
3200 National City Center
1900 East 90th Street
Cleveland, OH 44114-3485

4a. Article Number
140 888 885

4b. Service Type

☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery
1427 728 7/14/97

5. Received By: (Print Name)
M. E. Bittence

6. Signature: (Addressee or Agent)
X *[Signature]*

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

Domestic Return Receipt

Thank you for using Return Receipt Service.

Postmark or Date

PS Form 3811, December 1994

USPS

ODR

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address

2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

*Lomack Drum Comp.
c/o Mary Davis, Esq.
1950 Lee Road
Cleveland, Heights, OH 44118-2163*

4a. Article Number
P140 888 887

4b. Service Type

☐ Registered ☒ Certified

☐ Express Mail ☐ Insured

☐ Return Receipt for Merchandise ☐ COD

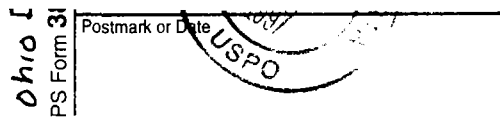
7. Date of Delivery
7-16-97

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)
X *Mary Davis*

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994 Domestic Return Receipt



Thank you for using Return Receipt Service.

ODR

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address

2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

*Technical Products, Inc.
c/o Ann Tighe, Esq.
Cotsirilos, Stephenson, Tighe & Streiker
33 North Dearborn Ave., Suite 600
Chicago, IL 60602*

4a. Article Number
P140 888 886

4b. Service Type

☐ Registered ☒ Certified

☐ Express Mail ☐ Insured

☐ Return Receipt for Merchandise ☐ COD

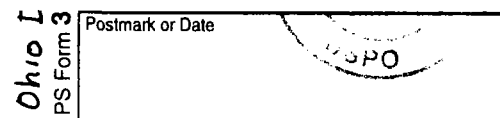
7. Date of Delivery

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)
X *J. McHally*

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994 Domestic Return Receipt



Thank you for using Return Receipt Service.